

# Exhibit E

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 07/25/2016 08:41 AM Page 1 of 11 Rec Fee: \$252.00  
 Receipt#: 16-72503  
 Records Department Doc Code: DMT  
 State RTT: \$275,000.00 Local RTT: \$825,000.00

### THIRD AMENDMENT OF LEASE

This Third Amendment of Lease (this "Amendment"), dated as of the 5<sup>th</sup> day of July, 2016 (the "Effective Date"), is made by and between KIRYAT GREENBRIAR, L.P. a Pennsylvania limited partnership ("Landlord") and PAVILION APARTMENTS PENN LLC, a Pennsylvania limited liability company ("Tenant").

### RECITALS

WHEREAS, Landlord is the owner of certain real property consisting of approximately 19.74 acres, located on Conshohocken Avenue in the City of Philadelphia, County of Philadelphia, in the Commonwealth of Pennsylvania, as more particularly described on Exhibit A hereto (the "Property");

WHEREAS, pursuant to that certain Lease Agreement described on Exhibit B hereto (the "Lease") Landlord leases that certain portion of the Property more particularly described on Exhibit C hereto (the "Premises");

WHEREAS, the Lease currently terminates and expires on November 27, 2048; and

WHEREAS, the Landlord and Tenant now desire to further amend the Lease to provide for an extension to the original lease term, among other modifications as provided herein.

NOW THEREFORE, for and in consideration of the covenants contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Landlord and Tenant amend the Lease as follows:

1. Amendment Controls. The covenants, terms and conditions set forth in this Amendment supplement and modify the Lease. In the event of any inconsistency or conflict between the terms in this Amendment and the Lease, this Amendment shall control and prevail. Any terms used in this Amendment and not defined herein shall be as defined in the Lease.
2. Lease Term. The term of the Lease shall be thirty-five (35) years from the Effective Date of this Amendment ("Lease Term").
3. Ground Rent. From the Effective Date through the expiration of the Lease Term as defined herein, the net minimum annual ground rent payable by Tenant shall be \$50,840, payable in equal monthly installments of \$4,236.66 in advance on the first day of each month to Landlord in the manner as Landlord shall designate in writing.
4. Taxes. Tenant shall indemnify and hold Landlord harmless against any and all taxes, impositions or other levies imposed or asserted by any governmental or quasi-governmental agency, department or authority against the Landlord, the Lease, the Property or the Premises as a result of this Amendment.

5. Notices. Any notices, statements, demands, consents, approvals or other communications required or permitted to be given or to be served upon either party hereto, in connection with the Lease or this Amendment (“Notice”) shall be in writing and shall be delivered personally, sent by a nationally recognized overnight delivery service or sent by United States certified or registered mail, return receipt requested. Notice shall be deemed to have been given and received if (i) by hand delivery, upon delivery; (ii) by overnight courier, on the date scheduled for delivery, and (iii) by United States certified or registered mail, return receipt requested, on the day received. Such Notice shall be given to the parties at their following respective address or at such other address as such party may hereafter designate to the other parties in writing in the manner hereinabove provided:

If to Landlord:           Kiryat Greenbriar, L.P.  
280 Aimee Drive  
Freehold, NJ 07728

With a copy to:           Klehr Harrison Harvey Branzburg LLP  
1835 Market Street, Suite 1400  
Philadelphia, PA 19103  
Attn: Denise M. Day, Esq.

If to Tenant:           Pavilion Apartments Penn LLC  
c/o JPC Charities  
P.O. Box 234  
Amlin, Ohio 43002  
Attn: Jason Cook

With a cop to:           Rosenbeck Law, LLC  
5701 Tynecastle Loop  
Dublin, Ohio 43016  
Attn: Meredith Rosenbeck, Esq.

6. Effect on Lease. All of the terms, conditions and provisions of the Lease, as previously amended, not otherwise affected by this Amendment shall remain in full force and effect and shall continue to be binding on the parties.
7. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, and any reference to Landlord and Tenant in this Amendment shall include their respective successors, assigns, and transferees, unless the contrary is explicitly provided.
8. Recording. This Amendment shall be duly recorded by Tenant in the appropriate land records of the Department of Records for the City of Philadelphia.

9. Governing Law. The Lease and this Amendment shall be governed by and interpreted under the laws of the Commonwealth of Pennsylvania without reference to the choice of laws rules thereof.
10. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original and such counterparts together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed as of the Effective Date.

LANDLORD:

KIRYAT GREENBRIAR, L.P.  
a Pennsylvania limited partnership

By: Greenbriar Club Associates, Inc.,  
a Pennsylvania corporation,  
its general partner

By: 

Name: Joseph Yeh

Title: Vice President

TENANT:

PAVILION APARTMENTS PENN LLC, a  
Pennsylvania limited liability company

By: JPC Charities, an Ohio nonprofit  
corporation, its sole Member

By: \_\_\_\_\_

Name: Jason Cook

Title: President

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed as of the Effective Date.

LANDLORD:

KIRYAT GREENBRIAR, L.P.  
a Pennsylvania limited partnership

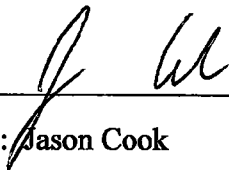
By: Greenbriar Club Associates, Inc.,  
a Pennsylvania corporation,  
its general partner

By: \_\_\_\_\_  
Name:  
Title:

TENANT:

PAVILION APARTMENTS PENN LLC, a  
Pennsylvania limited liability company

By: JPC Charities, an Ohio nonprofit  
corporation, its sole Member

By:  \_\_\_\_\_  
Name: Jason Cook  
Title: President

STATE OF NO )  
 )  
COUNTY OF Monmouth ) SS.

On this, the 22 day of June 2016, before me, a Notary Public in and for the State of NO, personally appeared Joseph Yeh, who acknowledged himself to be the Vice President of Greenbriar Club Associates, Inc., a Pennsylvania corporation, the sole general partner of Kiryat Greenbriar, L.P., a Pennsylvania limited partnership, and that he as such officer, being authorized to do so executed the foregoing instrument on behalf of such corporation, in its capacity as the sole general partner of Kiryat Greenbriar, L.P. for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

LILIYA FURMAN  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EX. 7/12/17

Liliya Furman  
Notary Public  
My Commission Expires:

STATE OF OHIO )  
 )  
COUNTY OF FRANKLIN ) SS.

On this, the \_\_\_ day of June 2016, before me, a Notary Public in and for the State of Ohio, personally appeared Jason Cook, who acknowledged himself to be the President of JPC Charities, an Ohio nonprofit corporation, and that he as such officer, being authorized to do so executed the foregoing instrument on behalf of such corporation for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) SS.

On this, the \_\_\_ day of June 2016, before me, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of Greenbriar Club Associates, Inc., a Pennsylvania corporation, the sole general partner of Kiryat Greenbriar, L.P., a Pennsylvania limited partnership, and that he as such officer, being authorized to do so executed the foregoing instrument on behalf of such corporation, in its capacity as the sole general partner of Kiryat Greenbriar, L.P. for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

STATE OF OHIO )  
 )  
COUNTY OF FRANKLIN ) SS.

On this, the 22 day of June 2016, before me, a Notary Public in and for the State of Ohio, personally appeared Jason Cook, who acknowledged himself to be the President of JPC Charities, an Ohio nonprofit corporation, and that he as such officer, being authorized to do so executed the foregoing instrument on behalf of such corporation for the purposes therein contained.



IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
Meredith L. Rosenbeck, Attorney At Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date  
Sec. 147.03 R.C.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



## EXHIBIT A

## DESCRIPTION OF THE PROPERTY

ALL THAT CERTAIN lot or piece or ground, Situate in the 52nd Ward of the City of Philadelphia, described according to a ALTA/ACSM Land Title Survey made for Greenbriar Club Apartments by T B I Consulting Engineers, Inc. dated 4/11/2002 and last revised 5/14/2002:

BEGINNING at a point, located the following 2 courses and distances from a point of tangency, said point of tangency being the Southwesterly end of a curve which connects the Northerly side of Conshohocken Avenue (80 feet wide) with the Easterly side of Monument Road (71 feet wide), having a radius of 50 feet and an arc length of 105.015 feet, (1) North 76 degrees 12 minutes 00 seconds East, the distance of 887.903 feet, (2) North 79 degrees 52 minutes 13 seconds East, the distance of 169.805 feet; thence extending North 9 degrees 53 minutes 31 seconds East from said point of beginning, the distance of 297.305 feet to a point; thence extending North 64 degrees 52 minutes 29 seconds West the distance of 331.671 feet to a point in the bed of a variable width Right of Way lot for Drainage Purposes; thence extending North 17 degrees 44 minutes 37 seconds East the distance of 77.052 feet to a point, thence extending North 17 degrees 58 minutes 59.44 seconds East, crossing Neill Drive (State Highway-50 feet wide), the distance of 852.967 feet to a point; thence extending South 65 degrees 51 minutes 53 seconds East, re-crossing said Neill Drive and also re-crossing said variable width Right-of-Way for State Highway purposes and also re-crossing said variable width Right-of-Way for Drainage purposes, the distance of 456.379 feet to a point; thence extending South 65 degrees 49 minutes 30 seconds East the distance of 608.361 feet to a point; thence extending South 30 degrees 21 minutes 40 seconds West, the distance of 436.046 feet to a point; thence extending North 87 degrees 02 minutes 49 seconds West, the distance of 326 feet to a point; thence extending South 11 degrees 17 minutes 48 seconds West, the distance of 471.797 feet to a point on the said Northerly side of Conshohocken Avenue; thence extending South 81 degrees 00 minutes 00 seconds West, the distance of 284.324 feet to a point; thence extending South 79 degrees 52 minutes 13 seconds West, the distance of 91.316 feet to the first mentioned point and place of BEGINNING.

TOGETHER WITH the benefits of the easements appurtenant to the Land as set forth in the below instruments of record:

Declaration of Easements as set forth in Deed Book DCC 515 Page 454. Agreement by and between Kiryat Greenbriar and Pavilion Associates as set forth in Deed Book FHS 1267 Page 198.

BEING Tax Parcel No. 88-1161000

**EXHIBIT B**

**DESCRIPTION OF LEASE**

Lease Agreement by and between West Village, a Pennsylvania limited partners and WV III, a Pennsylvania limited partnership, dated November 28, 1973 and recorded in Book 515, page 466 in the City of Philadelphia Department of Records, PA (the "Land Records"), as affected by:

(a) Amendment to Lease by and between West Village and WV III, dated September 28, 1983 and recorded in Book 850, page 154 in the Land Records;

(b) Assignment and Assumption Agreement by and between WV III, as assignor, and Pavilion Associates, a Pennsylvania limited partnership, as assignee, dated February 16, 1984 and recorded in Book 39, page 247 in the Land Records;

(c) Agreement dated January 4, 1989 by and between Kiryat Greenbriar, a Pennsylvania general partnership t/a Greenbriar Club Apartments and Pavilion Associates, a Pennsylvania limited partnership, t/a The Pavilion

(d) Stipulation, dated June 8, 1989 by and between Pavilion Associates and Kiryat Greenbriar;

(e) Second Amendment of Lease by and between Kiryat Greenbriar, a Pennsylvania limited partnership, and Pavilion Associates, dated as of December 1, 2002 and recorded as Document No. 50582091 in the Land Records; and

(f) Assignment and Assumption Agreement dated December 10, 2002 and effective as December 1, 2002 by and between Pavilion Associates, as assignor, and Pavilion Preservation, L.P.

(g) Assignment and Assumption Agreement dated as of مايو ٥, 2016 by and between Pavilion Preservation, L.P., and Pavilion Apartments Penn LLC

## EXHIBIT C

### DESCRIPTION OF PREMISES

ALL THAT CERTAIN lot or piece of ground. Situate in the 52nd Ward of the City of Phila. described as follows, to wit:

BEGINNING at an interior point in the bed of a pond and a right of way for drainage which interior point is measured North 17 degrees, 58 minutes, 59.44 seconds, East the distance of 100.50 feet (U.S.S.) from an angle point which angle point is measured North 17 degrees, 44 minutes, 37 seconds East the distance of 77.05 feet (U.S.S.) from a point which point is measured North 64 degrees, 52 minutes, 29 seconds West the distance of 332.01 feet (U.S.S.) from a point on a stone which point is measured North 09 degrees, 53 minutes, 31 seconds East 297.30 feet (U.S.S.) from a point on the Northwesterly side of Conshohocken Avenue (80 feet wide) which point is measured North 79 degrees, 52 minutes, 12.9 seconds East along the said Northwesterly side of Conshohocken Avenue the distance of 1095.734 feet (U.S.S.) from a point of tangent which point of tangent is measured Southeastwardly on the arc of a circle curving to the left connecting the said Northwesterly side of Conshohocken Avenue and the Northeasterly side of 40th Street (70 feet wide);

THENCE extending North 17 degrees, 58 minutes, 59.44 seconds East passing partly through a right of way for drainage purposes partly crossing a pond and passing partly through a stream and crossing a stream the distance of 523.37 feet (U.S.S.) to a point;

THENCE South 72 degrees, 01 minute, 01 second East partly crossing said right of way for drainage purposes and crossing a stream 189.99 feet (U.S.S.) to an angle point;

THENCE South 40 degrees, 23 minutes, 45 seconds East 69.72 feet (U.S.S.) to a point;

THENCE Southwestwardly on the arc of a circle curving to the left having a radius of 380 feet the arc distance of 217.77 feet (U.S.S.) to a point of tangent;

THENCE South 16 degrees, 46 minutes, 10 seconds West 263.50 feet (U.S.S.) to a point;

THENCE North 76 degrees, 39 minutes, 01 second West partly recrossing said right of way for drainage and partly recrossing said pond 199.26 feet (U.S.S.) to a point in the beds thereof being the first mentioned point and Place of Beginning.

BEING the same Leasehold Estate which was Leased from West Village to W.V.III by Lease dated November 29, 1973 and recorded in Philadelphia County in Deed Book DCC-515, Page 466.

AND the above-recited Lease was Assigned by Assignment and Assumption Agreement from W.V. III to Pavilion Associates dated February 16, 1984 and recorded February 24, 1984 in Deed Book ALO-39, Page 247.

Parcel No.: 118N7-42

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